

I. ARGUMENT

This Reply Brief timely responds to the Examiner's Answer ("Answer Brief") mailed on March 31, 2011. A separate Request for Oral Hearing is filed together with this Reply Brief.

In the Appeal Brief, Applicant explained why the final rejections of claims 1-4, 6-20, 22-33, and 44-50 of the present application should be reversed. Notably, shortly before issuing the Final Office Action, the Examiner stated in an Interview Summary **"looking at the amended claims, they appear to overcome the prior art."**¹ Yet, two months later, these same claims were rejected based on the same art that Applicant had apparently overcome.^{2, 3}

The majority of the Answer Brief appears to be an amended version of the Final Office Action in which errors in that Action have been corrected, such as the failure to state the basis for rejecting claim 31 and issues relating to the rejections of claims 22-20, 32, and 33.⁴ Applicant respectfully submits that at least some of these after-the-fact corrections constitute improper new rejections under 37 C.F.R. 41.69.

The last four pages of the Answer Brief address two of the references discussed in Applicant's Appeal Brief, namely U.S. Patent Nos. 5,429,361 ("Raven") and 6,634,942 ("Walker").⁵ Like the Final Office Action, the Answer Brief misconstrues Raven and Walker. Raven and Walker do not, and cannot, support *prima facie* cases of obviousness. Indeed, as

¹ 4/26/2010 Interview Statement.

² 6/22/2010 Final Office Action.

³ Prosecution for two other related applications has now been re-opened following receipt of their respective Appeal Briefs. (See U.S. App. Nos. 11/441,315 and 11/754,065.)

⁴ Compare 6/22/2010 Final Office Action at 11, 14 and Answer Brief at 11, 15, 16.

⁵ Answer Brief at 18-21.

discussed below, in some instances, the Answer Brief's assertions regarding Raven and Walker support the conclusion that the appealed claims are non-obvious.

A. The Errors In The Final Office Action Were Not Minor

The Answer Brief attempts to downplay the failure of the Final Office Action to provide both the basis for the rejection of claim 31, and all of the art being relied upon in certain 35 U.S.C. § 103(a) rejections by referring to these mistakes as “typographical errors” and “minor issues.”⁶ Applicant respectfully disagrees that the failure to identify the basis for the rejection of a claim or an explicit identification of the combination of art being relied upon for a rejection is “minor.” Applicant notes that the Answer Brief includes a revised version of the Final Office Action in which art relied-upon for the rejection of claim 31 is now identified.⁷ Additionally, the Answer Brief now explicitly adds the Green in the combination of references relied upon for rejecting claims 18 and 22-29, and Walker has been added to the rejection of claims 30, 32, and 33.⁸

Applicant respectfully submits that such changes in the relied-upon art combinations, or, in the case of claim 31, an identification of the art, by an Answer Brief is prohibited. Specifically, MPEP § 2677 mandates that “[a]n examiner’s answer may not include a new ground of rejection” and that “[a]ny new ground of rejection ... must be made in an Office action reopening prosecution.”

⁶ *Id.* at 18.

⁷ *Id.* at 16. The Answer Brief fails to mention that although the basis for the rejection of claim 15 was provided, claims 15 and 31 depend from different independent claims.

⁸ Compare 6/22/2010 Final Office Action at 11, 14 and Answer Brief at 11, 15, 16. Applicant does note that Green, while not being explicitly listed in the Final Office Action as part of the art combination that formed the basis for the rejection (which was identified as Raven in view of Walker) was discussed in connection with that rejection.

B. Raven Fails To Disclose Transferred Player Credits Being Held In A Locked Gaming Machine When, Or Prior To, The Gaming Machine Being Supplied With A Player Identification Device

Independent claim 1 includes the feature of a credit establishment facility that includes a terminal located remotely from the gaming machine selected for play of a game.⁹ The terminal is arranged to establish a player credit and to associate that credit with a player identification device, such as, for example, a player's card.¹⁰ The player credit established at the terminal is transferred to the gaming machine selected for play, where that transferred player credit is held in the credit recording facility of the selected gaming machine.¹¹ The selected gaming machine holding the player credit is then locked so that the gaming machine no longer operates to play a game by any player.¹² The selected gaming machine holding the player credits is then unlocked via player action when the selected gaming machine is supplied with the player identification device that is associated with the player credit being held in the credit recording facility of the selected gaming machine.¹³

Dependent claim 46 states that the gaming machine selected for play is "locked to prevent play when credits are transferred by said terminal prior to the selected gaming machine being supplied with the player identification device."¹⁴

The Answer Brief's assertion that these features are disclosed by Raven is premised on a misinterpretation of Raven. For example, the Answer Brief begins by stating "[t]o summarize

⁹ U.S. Patent App. No. 10/561,486 ("486 Application") at claim 1.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.* (emphasis added).

the above, Examiner interprets Raven as a game system that transfers credits from a credit storing facility to the gaming machine when a player inserts their card into the card reader (column 10, lines 44-64).¹⁵ This assumption is incorrect. Moreover, this assumption contradicts the Answer Brief's prior assertion that, in Raven, "the main computer sends credit to the gaming device only after the player has inputted their player card with an associated personal identification number"¹⁶

The passage from Raven cited by the Answer Brief as the basis for its "interpretation" evidences that a number of steps are required after the player has inserted their card into the card reader before any credits are transferred to the gaming machine. Moreover, this citation confirms that Raven does not teach or suggest that credits are transferred to the gaming machine when, or prior to, the gaming machine is/being supplied with the player's card. Specifically, Raven discloses that upon detecting that the player's magnetic card has been inserted into the magnetic or combined magnetic/smart card reader 48, 34 in the DMK (display, multiple card reader and keypad) 12, the DMK 12 prompts the player by means of display 30 to enter the player's PIN (personal identification number) via the keypad 32.¹⁷ The player is then asked to enter a credit amount the player desires to use on the game.¹⁸ After entering the credit amount desired, the PIN and the desired credit amount are transmitted to the system (either at a financial

¹⁴ *Id.* at claim 46 (emphasis added).

¹⁵ Answer Brief at 18 (emphasis added).

¹⁶ *Id.* at 5 (emphasis added).

¹⁷ Raven at 10:44-52.

¹⁸ *Id.* at 10:52-55.

institution or at the casino) for verification.¹⁹ If a correct PIN has been entered, and valid amount of credit has been requested, a main computer 16 will return an authorization amount and a code to that gaming machine's MASTERCOM 14, and the verified amount will be shown on the display.²⁰

The Answer Brief then proceeds to rely on mischaracterizations as to the reservation feature of Raven. But these arguments only further evidence that Raven does not teach or suggest the above-discussed features of claims 1 and 46. Specifically, the Answer Brief states that “[o]nce at the gaming machine, the player can reserve the gaming machine by entering a code, in which the gaming machine sends the gaming machine's credits to the server, and locks itself from play by any other person (column 8, lines 24-39).”²¹ So the Answer Brief admits that, in the reservation mode, the credits are not being held in the gaming machine, but instead have been transferred to a server.²² The Answer Brief continues with the assertion that “[w]hen the player returns to the gaming machine he can insert his card again, to unlock and play the game machine, at the exact state the gaming machine was at before it was reserved by transferring credits from the server back to the gaming machine (column 8, lines 34-49).”²³ The Answer Brief therefore tacitly admits that the credits are not being held in the credit recording facility of the gaming machine before or prior to the player supplying the player's card back into the reserved gaming machine. Moreover, the Answer Brief shows that player credits are only

¹⁹ *Id.* at 10:55-58.

²⁰ *Id.* at 10:59-62.

²¹ Answer Brief at 18 (emphasis added).

²² *See id.*

²³ *Id.* (emphasis added).

transferred back to the gaming machine at some time after the player's card has been inserted into the gaming machine.²⁴ Further, contrary to the Answer Brief's assertion regarding the gaming machine returning to the "exact state" the gaming machine was at before being reserved, Raven unequivocally states that "with the magnetic card, the player must request a transfer of credits from the system each time he inserts his magnetic card."²⁵

Simply, there are no circumstances during the operation of a gaming machine in Raven in which the selected gaming machine is holding player credits and locked when, or prior to, the player card being inserted into the gaming machine. These features however are recited, respectively, in independent claim 1 and dependent claim 46.²⁶

For at least these reasons and the reasons presented in Applicant's Appeal Brief, Applicant respectfully submits that a *prima facie* case of obviousness has not, and cannot be established, and that independent claim 1 and dependent claim 46, as well as associated dependent claims 2-4, 6-17, 45, and 47-50 are in condition for allowance.

C. Raven Does Not Teach Or Suggest A Terminal Located Remotely From The Selected Gaming Machine For Establishing And Transferring Credits

Independent claim 1 includes the feature of a credit establishment facility including a terminal that is located remotely from the gaming machine selected for play that is arranged to establish player credit, associate that player credit with a player identification device, and transfer credits to the selected gaming machine.²⁷

²⁴ See *id.*

²⁵ *Id.* at 11:60-62 (emphasis added).

²⁶ '486 Application at claims 1 and 46.

²⁷ *Id.* at claim 1.

The Answer Brief asserts that “Raven discloses a central bank account where the player can establish credit by requesting an amount for the purpose of using as credit, and transferring those credits to the game machine (column 10, lines 49-64).”²⁸ This assertion is incorrect.

The Answer Brief’s assertion refers to the central bank account as being requested for an amount for the purpose of using as a credit – not that there is an actual purchase of credits at the central bank account.²⁹ But then the Answer Brief inexplicitly, and without support, changes that request to being an actual purchase of credits at the account.³⁰ But Raven does not support this jump. Instead, Raven discloses that after the player has entered the player’s PIN and the desired credit amount at the gaming machine, “[t]he PIN and credit amount are transmitted to the system for verification (either at a financial institution or at the casino, depending upon the issuer of the magnetic card).”³¹ Then, if a correct PIN and valid amount of credits was entered, the main computer 16 will return an authorization amount and a code to the MASTERCOM 14, and the verified amount will be shown on the display.”³² In other words, Raven discloses the financial institution merely provides verification of the amount sought to be established at the gaming machine, while the main computer provides the authorization amount.³³

This disclosure does not teach or suggest a terminal that is remotely located from the gaming machine for both establishing and transferring credits, as recited in claim 1. Instead, at best, the above disclosure in Raven suggests that gaming credits are established by the player at

²⁸ Answer Brief at 19.

²⁹ See *id.*

³⁰ See *id.*

³¹ Raven at 10:52-58.

³² *Id.*

the gaming machine, and that the central bank merely verifies that the player has the funds for the credits being sought at the gaming machine.

For at least these reasons and the reasons presented in Applicant's Appeal Brief, Applicant respectfully submits that a *prima facie* case of obviousness has not, and cannot be established, and that claim 1, as well as associated dependent claims 2-4, 6-17, and 45-50 are in condition for allowance.

D. Raven, Green, And Walker Do Not, And Cannot, Render Claim 18 Obvious

Claim 18 recites the feature of a gaming machine being locked "so that the one gaming machine no longer operates to play a game by any player" at a time when player credit held in the credit recording facility of the gaming machine is non-zero.³⁴ Claim 18 also includes the feature that the locked gaming machine is "automatically unlocked to allow play when a player tracking device is afterward supplied to the tracking input device of another gaming machine."³⁵ Additionally, claim 18 includes the feature that the credit in the locked gaming machine is "automatically transferred to the credit recording facility of the other gaming machine in response to the player tracking device being supplied to the tracking input device of the other gaming machine."³⁶

In addressing the evidence presented in the Appeal Brief regarding these features being non-obvious, the Answer Brief states:

³³ *See id.*

³⁴ '486 Application at claim 18.

³⁵ *Id.*

³⁶ *Id.*

In response to appellant's argument B.1, stating that the player can not cancel a reservation at a gaming machine; and in addition, the computer system of Walker does not transfer credits from a reserved gaming machine to a new game machine, Examiner disagrees as this is explicitly stated within Walker (column 15, lines 37-57).³⁷

The Answer Brief's assertion is wrong.

First, Walker does not teach or suggest locking a gaming machine so that the gaming machine no longer operates to play a game by any player at a time when player credit held in the credit recording facility of the gaming machine is non-zero. Instead, in Walker, the gaming machine may be locked during automatic game play so that the player need not be physically present at the gaming machine while the gaming machine continues to automatically play games for the player.³⁸

Second, in Walker, when a player supplies a player card into another gaming machine while the first gaming machine is locked for automatic game play, the first gaming machine is not automatically unlocked.³⁹ Indeed, the assertion that first gaming machine in Walker is automatically unlocked by providing another gaming machine with the player's card ignores the fact that the first gaming machine is not idly standing by waiting for activity, but is instead actively engaged in game play.⁴⁰ Instead, as disclosed by Walker, and as shown below by steps 750 to 790 in Figure 9 of Walker, after providing the player's card to a second gaming machine,

³⁷ Answer Brief at 19.

³⁸ Walker at 4:30-46.

³⁹ *Id.* at 15:45-58, 15:66-16:10.

⁴⁰ *See id.*

the player is prompted to make the decision of whether to continue or terminate the automatic game play on the first gaming machine.⁴¹

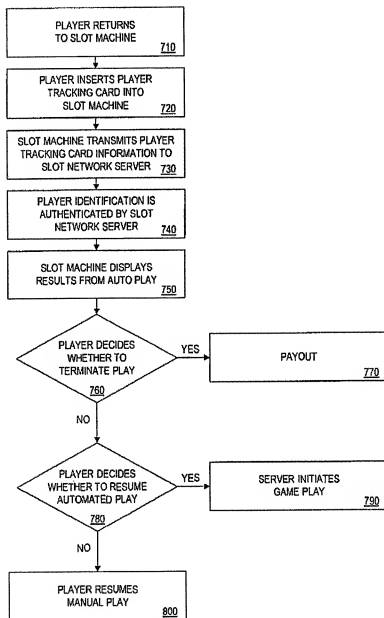


Figure 9 from Walker (U.S. Pat. No. 6,634,942)

⁴¹ *Id.* at 15:45-58, 15:66-16:10.

Accordingly, Walker does not teach or suggest the feature of claim 18 that a locked gaming machine is automatically unlocked to allow play when a player tracking device is afterward supplied to the tracking input device of another gaming machine.

Third, Walker does not teach or suggest the feature of claim 18 that credits held in the credit recording facility of locked gaming machine are automatically transferred to the credit recording facility of the other gaming machine in response to the player tracking device being supplied to the tracking input device of the other gaming machine.⁴² Again, an assertion to the contrary ignores the fact that the locked gaming machine in Walker is not idly waiting with player credits for some sort of action, but instead is engaged in automatic game play. Moreover, in Walker, after the player inserts the player tracking device into the slot machine of the second gaming machine, the second gaming machine merely displays the results of the automated game play on the display of the second gaming machine for the player to read.⁴³ After seeing the results of the automated game play, the player decides whether to continue or terminate the automated game play on the first game machine.⁴⁴ Thus, in Walker, even after the player inserts the player's card into the second gaming machine, game play on the first gaming machine may still to continue to proceed, indicating that credits from the first gaming machine are not automatically transferred to the credit meter of the second gaming machine when the player tracking device is supplied to the second gaming machine.⁴⁵

⁴² See *id.* at 16:11-36.

⁴³ *Id.* at 15:45-54.

⁴⁴ *Id.* at Figure 9, 15:54-56.

⁴⁵ *Id.* at 15:66-16:1.

Further, even when a player elects to terminate game play on the first gaming machine from the second gaming machine, Walker provides no teaching or suggestion that the credits are automatically transferred from the first gaming machine to the credit meter of the second gaming machine. Instead, as discussed in Walker and shown above by step 770 in Figure 9, the player receives either a pay out of the credit balance on the first gaming machine, a prize, or a reward.⁴⁶ Thus, even if the player terminates game play on the first gaming machine, the credits on the credit meter of the first gaming machine are not transferred to the credit meter of the second gaming machine.⁴⁷

For at least these reasons, Walker does not teach or suggest the automatic transfer of player credits from the recording facility of a lock gaming machine to the recording facility of another gaming machine when the tracking device is supplied to the tracking input device of the other gaming machine, as recited in claim 18.

Further, as the Answer Brief states; “Raven in view of Green fails to disclose that the gaming machine is locked so that when a player tracking device is supplied to the tracking input device of another gaming machine, and credit associated with the credit held in the credit recording facility of the one gaming machine is transferred to the credit recording facility of the other gaming machine.”⁴⁸ Additionally, the Final Office Action and Answer Brief, do not, and cannot, assert that Raven and Green teach or suggest the feature of unlocking a gaming machine by supplying a player tracking device to the tracking input device of another gaming machine, as recited in claim 18.

⁴⁶ *Id.* at Figure 9, 15:56-58, 16:11-31.

⁴⁷ *See id.*

⁴⁸ Answer Brief at 12.

For at least these reasons and the reasons presented in Applicant's Appeal Brief, Applicant respectfully submits that a *prima facie* case of obviousness has not, and cannot be established, and that claim 18, as well as associated dependent claims 19, 20, and 22-33 are in condition for allowance.

E. Raven Does Not Teach Or Suggest The Transfer Of Credits When A Player's Card Is Supplied To A Gaming Machine Or Inserted Into A Tracking Device As Recited In Claims 23 And 24

Claims 23 and 24 recite that credit held in the system controller are transferred to the recording facility of the gaming machine selected by the player "when" the player tracking device is supplied to an unlocked gaming machine or inserted into the tracking device of the selected gaming machine, respectively.⁴⁹

The Answer Brief asserts that Applicant's arguments do not distinguish Raven from the instant application and states irrelevant information, such as why Raven requiring players to repeatedly insert their tracking device is relevant.⁵⁰ Applicant respectfully submits that the Answer Brief apparently misses the point.

As discussed above in Section I.B. and in the portion of Raven cited by the Answer Brief addressing claim 24, Raven does not disclose this feature.⁵¹ Instead, as previously outlined, in Raven, after the player inserts the player's card into the DMK 12, the player enters the a PIN and a credit amount, which are then transmitted to the system for verification before the main computer 16 returns an authorized amount and code to the gaming machine.⁵² More specifically,

⁴⁹ '486 Application at claims 23 and 24.

⁵⁰ Answer Brief at 20.

⁵¹ *Id.* (citing Raven at 10:47-64).

⁵² Raven at 10:55-58.

in Raven, the player must go through additional steps after the player's card is supplied to an unlocked gaming machine before credits are on the gaming machine.⁵³ Thus, Raven does not teach or suggest the feature of credit held in the system controller being transferred to the credit recording facility of the machine selected by the player "when" the player tracking device is supplied to an unlocked gaming machine or inserted into the tracking device of the selected gaming machine. Such features are however recited in claims 23 and 24.⁵⁴

Additionally, as discussed in Applicant's Appeal Brief, Raven's requirement that these steps must performed "each time he inserts his magnetic card" only further demonstrates that Raven does not contain any disclosure that teaches or suggests the transfer of credits from a system controller "when" the player tracking device is supplied to an unlocked gaming machine or inserted into the tracking device of the selected gaming machine.⁵⁵ Accordingly, the Answer Brief's argument that Raven transfers credits to the recording feature of the game machine from the main computer "when the player *initially inputs the game card into the game machine* ..." is wrong.⁵⁶ To the extent the Answer Brief's assertion is intended to encompass situations in which the player in Raven later supplies a game card to a reserved, and thus locked, gaming machine, such assertions are inapposite, as claims 23 and 24 pertain to supplying a player tracking device to an unlocked gaming machine. Additionally, as Raven unequivocally states,

⁵³ *Id.* at 10:47-64.

⁵⁴ 486 Application at claims 23 and 24.

⁵⁵ See Raven at 11:60-62 (emphasis added).

⁵⁶ Answer Brief at 20 (emphasis added).

“the player must request a transfer of credits from the system each time he inserts his magnetic card.”⁵⁷

For at least these reasons and the reasons presented in Applicant’s Appeal Brief, Applicant respectfully submits that a *prima facie* case of obviousness has not, and cannot be established, and that claims 23 and 24 are allowable over Raven in view of Green, and Raven in view of Walker and in further view of Green.

F. Raven’s MASTERCOM Is Not A System Controller As Required By Independent Claims 1 And 18

Independent claims 1 and 18 include the feature of a system controller that is connected to each of the gaming machines through a communication system.⁵⁸ The Final Office Action and Answer Brief take the untenable position that the MASTERCOM units for each gaming machine is a system controller.⁵⁹ Raven’s MASTERCOM units 14 are not a system controller, but instead are individual controllers for each gaming machine.⁶⁰

The Answer Brief attempts to support its position by presumably intending to reference Figure 3 in Raven in stating:

However, examiner notes that Figure 10, shows the gaming system wherein gaming machines 10 are remotely located from gaming machine 12, and uses that same MASTERCOM to communicate to the CIU, 18, and Main Computer 12.

⁵⁷ Raven at 11:60-62 (emphasis added). Raven also discloses the use of a smart card, where the card has an on-board memory that keeps track of the credits available to the player. *Id.* at 11:24-37. Because credits are maintained on the card, the use of a smart card does not teach or suggest the features of claim 1 regarding establishing credits at a remote terminal and transferring those credits to a gaming machine selected for play.

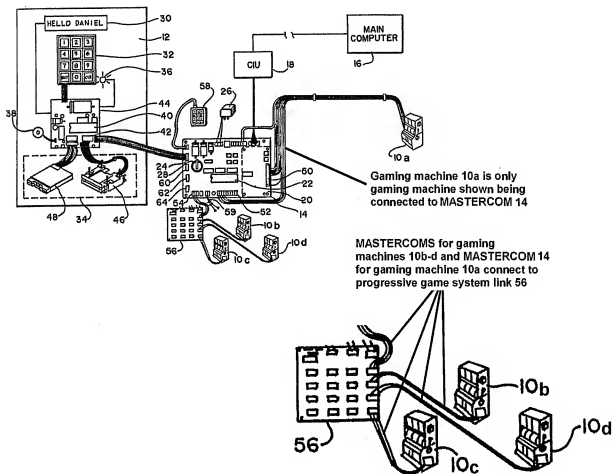
⁵⁸ 486 Application at claim 1 and 18.

⁵⁹ Answer Brief at 11, 20; 6/22/2010 Final Office Action at 9.

⁶⁰ Raven at, for example, 2:30-35; 2:42-46; 2:60-63.

This assertion is incorrect. As shown below in annotated Figure 3 of Raven, only gaming machine 10a is connected to the MASTERCOM 14.⁶¹ Gaming machines 10b, 10c, and 10d, are connected to the progressive gaming system link 56, as is the MASTERCOM 14 for gaming machine 10a.⁶² If the Answer Brief's assertion were to be followed, then Figure 3 would:

- (1) show gaming machine 10a having a direct connection to the progressive game link 56 like the three other gaming machines 10b-d, rather than showing gaming machine 10a directly linked to the illustrated MASTERCOM 14; or
- (2) the three gaming machines 10b-d would be shown as directly connected to MASTERCOM 14 like gaming machine 10a, rather than to the progressive game system link 56.



⁶¹ See Raven at Figure 3.

Further illustrating the fact that the MASTERCOM units are not a system controller that is connected to each of the plurality of gaming machines, but instead are individual gaming machine controllers is Raven's own statements:

A MASTERCOM 14 is required for each gaming machine 10 in the system

....⁶³

* * * *

The MASTERCOM 14 is contained on a single board 20 ... The MASTERCOM board 20 is fairly compact (on the order of 4.5X6.5 inches) ... **and may be conveniently located inside the gaming cabinet.**⁶⁴

* * * *

Up to approximately 125 or more MASTERCOM units may be hung on a single line, and in a large casino, the line may be many hundred of feet long.⁶⁵

As shown by Figure 3 and Raven's own statements, these individual MASTERCOM units are not a system controller that is connected to the plurality of gaming machines by a communication system. Indeed, each MASTERCOM is connected to only one gaming machine – thus Raven discloses that “approximately 125 or more MASTERCOM units” may be hung on a single line.⁶⁶

For at least these reasons and the reasons presented in Applicant's Appeal Brief, Applicant respectfully submits that a *prima facie* case of obviousness has not, and cannot be established, and that independent claims 1 and 18, as well as associated dependent claims 2-4, 6-17, 19, 20, 22-33, and 44-50, are in condition for allowance.

⁶² See *id.*

⁶³ Raven at 2:31-36.

⁶⁴ *Id.* at 2:60-63.

⁶⁵ *Id.* at 10:3-6 (emphasis added).

⁶⁶ See *id.*

II. CONCLUSION

Applicant has shown that the Final Office Action failed to establish a *prima facie* case of obviousness. Accordingly, Applicant respectfully requests that the obviousness rejections of the appealed claims be reversed, and that the claims be confirmed to be patentable.

Please charge any additional fees or credit overpayment to the deposit account of McAndrews, Held & Malloy, Ltd., Account No. 13-0017.

Respectfully submitted,

Date: May 24, 2011

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